

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 09/802,835  
Applicant : Andrew P. Lull et al.  
Filed : March 8, 2001  
TC/A.U. :  
Examiner : Baker, Lori Lynn

Confirmation No. 8027

Docket No. : P001963.US.01  
Customer No. : 80705

For: : ADJUSTABLE-LOAD UNITARY MULTI-POSITION BENCH EXERCISE  
UNIT

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

**ASSERTION OF ENTITLEMENT TO SMALL ENTITY STATUS  
UNDER 37 C.F.R § 1.27**

Sir:

Nautilus, Inc. ("Assignee"), the owner of the above-referenced application, hereby asserts that it is entitled to small entity status and hereby request the records of the United States Patent and Trademark Office be amended to reflect its entitlement to small entity status.

Photocopies of the Assignment documents of the patent application to Assignee, Nautilus, Inc., are attached.

The Assignee believes no fees or petitions are due with this filing. However, should any such fees or petitions be required, please consider this as authorization therefor and please charge such fees to Deposit Account number 04-1415.

If the Examiner should require any additional information, please contact the undersigned attorney.

Respectfully submitted,

Date: May 14, 2010

By   
Robert D. Hoge, Reg. No. 55,273  
DORSEY & WHITNEY LLP  
370 Seventeenth Street, Suite 4700  
Denver, CO 80202-5647  
Telephone: (303) 629-3400  
Fax: (303) 629-3450

USPTO Customer No. 80705

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of September 20, 2001 by and between Schwinn Cycling & Fitness, Inc., a Delaware corporation, ("Assignor") and Nautilus, Inc., a Washington Corporation, ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks listed on Schedule A hereto, which may be registered in the U.S. Patent and Trademark Office and/or foreign trademark offices or may be the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor is the owner, by assignment, of all right, title and interest in and to the designs, inventions and patents listed in Schedule B annexed hereto, and any patents which may be later obtained therefor or thereon (collectively, the "Patents") and other assets set forth in Schedule C, including domain names (which, together with the Marks, Patents and all other Fitness Intellectual Property (as defined in the Asset Purchase Agreement between Assignor and Direct Focus, Inc.) not assigned to Pacific Direct, LLC shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, any re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.
2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.
3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided,

however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

**SCHWINN CYCLING & FITNESS INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

**NAUTILUS INC.**

By: \_\_\_\_\_

Name: Brian R. Cook

Title: President

however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

**SCHWINN CYCLING & FITNESS INC.**

By: \_\_\_\_\_

Name:

Title:

*Garnett A. Anderson*  
Vice President

ACKNOWLEDGED:

**NAUTILUS INC.**

By: \_\_\_\_\_

Name: *Brian R. Cook*

Title: President

**SCHEDULE A**  
**Trademarks**

REDACTED

4/11

REDACTED

REDACTED

REDACTED



## SCHEDULE B

### Patents

#### A. U.S. Patents

REDACTED

United States	09/802835	3/8/01	Baker, Harding, Krael, Lull, Trevino, Warner	Adjustable Load Unitary Multi-Position Bench Exercise Unit	Pending
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8/11

REDACTED

9/11

SEA\_DOCS:582660.1

REDACTED

10/11

SEA\_DOCS482660.1

**SCHEDULE C**  
**Other Intellectual Property**

REDACTED

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## ASSIGNMENT

WHEREAS, we, Andrew P. LULL, Zachary D. KRAPFL, William A. BAKER, Patrick A. WARNER, Michael H. HARDING, and Richard W. TREVINO, whose post office addresses are shown below, have made a certain new and useful invention relating to an Adjustable-Load Unitary Multi-Position Bench Exercise Unit, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. 09/802,835 filed on March 8, 2001, for ADJUSTABLE-LOAD UNITARY MULTI-POSITION BENCH EXERCISE UNIT; and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Schwinn Cycling & Fitness Inc., a Delaware corporation, whose post office address is 1690 38<sup>th</sup> Street, Boulder, Colorado 80301-2602, is desirous of acquiring the entire interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both domestic and foreign, or any reissue or reexamination thereof, to be obtained therefor:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said Schwinn Cycling & Fitness Inc., and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or reexamination thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance

in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

9/17, 2001

Andrew P. LULL  
2639 Juniper #101  
Boulder, Colorado 80304

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me a notary public in and for said county, appeared Andrew P. LULL who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

July 13, 2001

Zachary D. Krapfl  
Zachary D. KRAPFL  
P.O. Box 343  
Rollinsville, Colorado 80474

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me a notary public in and for said county, appeared Zachary D. KRAPFL who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

July 24, 2001

William A. Baker  
William A. BAKER  
1817 Corey Street  
Longmont, Colorado 80501

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me a notary public in and for said county, appeared William A. BAKER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

9/17/01, 2001

Patrick A. Warner  
Patrick A. WARNER  
4196 Greenbriar Road  
Boulder, Colorado 80305

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me a notary public in and for said county, appeared Patrick A. WARNER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

7-23, 2001

Michael H. Harding  
Michael H. HARDING  
3380 Sentinel Drive  
Boulder, CO 80301

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me a notary public in and for said county, appeared Michael H. HARDING who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.



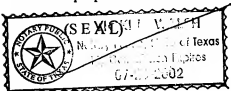
9/24/, 2001

Richard W. Trevino  
Richard W. TREVINO  
913 David Drive  
Tyler, Texas 75703

STATE OF TEXAS )

COUNTY OF Smith ) ss.

On this 24<sup>th</sup> day of September, 2001, before me a notary public in and for said county, appeared Richard W. TREVINO who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.



My commission expires:

Vicki Walsh  
Notary Public

7-23-01

